IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN
AT JAIPUR BENCH, JAIPUR

O R D E R

S.B. CIVIL WRIT PETITION NO. 3215/2006

SMT. POONAM BHATIA
Vs.
LIFE INSURANCE CORPORATION OF INDIA & ANR.

DATE: 02.08.2007.

HON'BLE MR. K.S. RATHORE, J.

Mr. R.P. Garg for the petitioner.
Mr. Vizzy Agarwal for the respondents.

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This writ petition is filed by the petitioner as the respondent LIC has not made the payment of Insurance Policy No. 190014857 which was in the name of her husband Late Shri Sudarshan Kumar Bhatia.

It is not disputed by the learned counsel for the petitioner that after filing of the writ petition, payment of the aforesaid insurance policy along with bonus has already been given to the petitioner and now the only dispute remains in this writ petition is with regard to payment of interest.

Learned counsel for the petitioner submits that she is entitled to get the interest on the delayed payment given by the LIC as the petitioner is the nominee and the policy holder was the husband of the

petitioner which was mentioned in the policy itself and the respondent LIC has to make the payment of policy immediately on making claim of the policy and after the death of husband of the petitioner, the petitioner claimed for releasing the payment of the policy, therefore, for the delayed payment respondent LIC is responsible to make the payment of interest thereon.

Per contra, learned counsel appearing for the respondent LIC has categorically submits that it is not disputed that the petitioner is the nominee of the her husband who was the policy holder but since the brother of the policy holder has raised a dispute with regard to the payment of the policy and the factum of marriage was also challenged before the Civil Court, ultimately the dispute between the parties has been settled vide order dated 23.01.2006 passed by the Hon'ble Supreme Court and a copy of which was made available to the Office of the LIC on 28.01.2006. The petitioner was informed vide letter dated and 08.04.2006 to complete certain formalities but despite completing the formalities, the petitioner opted to file the instant writ petition and even after filing of the writ petition, the petitioner also completed the requisite requirements as mentioned in the letter dated 08.04.2006 and immediately after receipt of the

required documents from the petitioner on 13.07.2006, a cheque of the payment of LIC amount as per the terms and conditions of the LIC was given to the petitioner dated 04.09.2006.

Thus, as per the respondents, payment was not delayed on the part of the LIC but was delayed on account of litigation which was pending since long and ultimately decided vide order dated 23.01.2006 passed by the Hon'ble Supreme Court.

In the above facts and circumstances of the case, since the payment of policy as per the terms and conditions of LIC has been made to the petitioner, question of granting interest does not arise. I do not deem it proper to grant any interest thereon as the LIC was not at fault for delayed payment and I am not convinced with the submissions made on behalf of the petitioner that the LIC should not wait for decision and the payment should be released to the petitioner being a nominee of her husband.

However, even any entitlement with regard to the interest, the petitioner is given liberty to redress her grievance before the competent authority but while exercising power under Article 226 of the Constitution of India, this Court do not want to settle the dispute whether the petitioner is entitled to get

the interest or not, as observed herein above.

Consequently, the writ petition fails and the same is hereby dismissed.

(K.S. RATHORE),J.

/KKC/